

## Minnesota District Court (Carver County) Civil and criminal case files

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3036
No. 75 - 4-
DISTRICT COURT
CARVER COUNTY: MINNESOTA
William Morgan
Theodore Brach
John & Fahen
John A. Fahey Plaintiff o Atty.  Odell - Odell
Defendant's Atty.
Page 45.3
Judgment for Plantiff
Date of Judgment Jame 16 1908
Default Judgment Book Page
Date of Docketing June /6 - 190 &
103.03

This cause having been duly brought on for trial in its regular order upon the calendar at the March 1907 General Term of this Court before the Court and a jury duly empannelled and sworn, and said jury having by its verdict duly returned and filed, found and determined in favor of said plaintiff in the sum of Forty Dollars.

Now on motion of John J. Pahey, Esq., Attorney for the plaintiff, it is hereby adjudged, determined and ordered, and the judgment of this Court is, that the plaintiff have and recover from the said defendant the sum of Forty Dollars as per verdict, together with the sum of Sixty-seven and 02/100 Dollars Interest, Costs and Disbursements taxed and allowed in said action, the whole amounting to the sum of One Hundred Seven and 02/100 Dollars, and that the plaintiff have execution therefor.

Dated June 16th, A. D. 1908.

ACCESSED BURELLY STOPPING

By the Court,

N.O. Muchlberg

DISTRICT COURT.

County of Carvin Morgan

Plaintff

AGAINST

Theodore Brach

Stemdant

JUDGMENT ROLL.

Filed June 16 1. D. 1908

The Office of the District Court.

No. 1971.

107-Notice of Appeal.	(Original)	WALTER & BOOTH & SON, TOWNSHIP AND LEGAL SLANK PUBLISHERS, SHINEAPOL
State of Minnesota,	$\Big\}_{ss.}$	In Justice's Court,
County of Carver	Before	J. D. Krause, Esq.,  Justice of the Peace.
William Morgan, Plaintif	·f	
-vs-		
Theodore Brach, Defendan		
	******************************	
	**************************************	***************************************
	E, That the above name	ed William Morgan, Plaintiff
PLEASE TAKE NOTICE from the judgment rendered to the 6th da	E, That the above name appeals to the I by said Justice of the I by of August	od William Morgan, Plaintiff District Court in and for said County Peace, in the above entitled cause, or A. D. 1906, in favor of said
PLEASE TAKE NOTICE  from the judgment rendered to the 6th da Theodore Brach, Defendan	E, That the above name appeals to the I by said Justice of the I by of August	District Court in and for said County Peace, in the above entitled cause, or A. D. 1906, in favor of said
PLEASE TAKE NOTICE from the judgment rendered to the 6th da	E, That the above name appeals to the I by said Justice of the I by of August	District Court in and for said County Peace, in the above entitled cause, or A. D. 1906, in favor of said
from the judgment rendered of the 6th da Theodore Brach, Defendant and against said. William M	E, That the above name appeals to the I by said Justice of the I by of August t	District Court in and for said County Peace, in the above entitled cause, or A. D. 1906, in favor of said
from the judgment rendered to the 6th da Theodore Brach, Defendant and against said William M	E, That the above name appeals to the liby said Justice of the liby of August t organ, Plaintiff eteen & 85/100	District Court in and for said County Peace, in the above entitled cause, or A. D. 190 <sup>6</sup> , in favor of said
from the judgment rendered of the 6th da Theodore Brach, Defendant and against said. William M	E, That the above name appeals to the I by said Justice of the I by of August to rgan, Plaintiff eteen & 85/100 aken upon questions of the I by the	District Court in and for said County Peace, in the above entitled cause, or A. D. 190 <sup>6</sup> , in favor of said

IN JUSTICE'S COURT	
mm mi gan pej	
Theodor Brach	
NOTICE OF APPEAL  Filed this I hay of any.  A. D. 1906.  Justice of the Peace.	
Due service of the within Notice of Appeal admitted at this 11 h day of August	
Callet Calelland County,	1
# G FILED AUG14 1906  JF.O. Muchlberg . coork.	

81—Affidavit of Travel and Attendance.		WALTER S. BOOTH, TOWNSHI	P AND LAW BLANK PRINTER. ROCK	HESTER, MINN.
Theodore Brack Dep		State of Minne Court, Canal D. Kr.		ty.
State of Minnesota,	ss	C. Dacee		
being duly sworn, says that the following		NEO		
and that they necessarily traveled the				
their places of residence to, and returni	ing from the place of	trial, and necessarily a	ttended the nur	nber of
days set opposite their said names, viz:  John Boyle  Albert Lange  John Plumphy  That each of  at the trial of so.	travel 3 o " 3 o " 3 o		······································	. = 2.80
1906 and ween s	evous on th	e tual on	Chalf	L.
That afficient of the Rolf of Subscribed and sworn to before me	soid defendance of face	to about al	aled 188	19.6
	,			

In Justice Cour			
William Morgan	********		
Theodor Brack Deft.	>		
Affidavit of Travel and Attenda Witnesses.			
Filed this 6 1. D. 188-	day of		
Justice of the	24		
CARVER COUN	TV		
#8 FILED AUG14 1906 It.O. Muchlbry of			

#### State of Minnesota, In Justice's Court, Before J. D. Krause County of Carver Justice of the Peace. William Morgan, Plaintiff Theodore Brach, Defendant Znow all Men by these Presents, That we William Morgan as principal, and P. O'Brien and Christ Effertz are held and firmly bound unto said Theodore Brach in the sum of Fifty & No/100 Dollars, lawful money of the United States, to be paid unto the said. Theodore Brach his heirs, executors, administrators or assigns, for which payment well and truly to be made, we jointly and severally bind ourselves and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals and dated this 9th day of August The condition of this obligation is such, that whereas the said William Morgan appeal to the District Court, in and for said County, from a certain judgment rendered by said Justice of the Peace in said cause, on the 6th day of August 190 6, in favor of said. Theodore Brach, Defendant and against said William Morgan, Plaintiff for the sum of Fifty and No/100 NOW, THEREFORE, If the said Appellant shall prosecute his appeal with ffect, and abide the order of the Court therein, then this obligation shall be void; otherwise to remain in full force and effect. IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this 9th day of August Signed, Sealed and Delivered in Presence of

State of Minnesota,	)
County of Carver	88.
On this 9th. Notary Public	day of August 1. D. 190 6, before me, a
William Morgan	within and for said County, personally appeared,
Efferty	
to me known to be the person described in that he executed the same as	
	John J. Fahry
State of Minnesota,	1-3
County of Carves	ss.
7 65	
1. O Brien and	Christ Efferts
eing duly sworn, say, each for himself, the	nt he is one of the sureties within named; that he is a resident nd worth the amount of Thy and Molos
***************************************	
above his debts and liabilities, and exclusive	
Subscribed and sworn to before me, this	
The agy of August 1906	John J. Fahry
Christ affirt	The state of the s

IN JUSTICE'S COURT APPEAL BOND I hereby approve the within Bond and the sureties thereon. The within Bond filed this .. day of July 190 Justice of the Peace. CARVER COUNTY FILED F.O. Muchlburg ... Clerk.

O5 - Appeal Affidavit.	WALTER S. BOOTH & SON, TOWNSHIP AND LAW GLANK PUBLISHEDS, MINNEAPOLIS, MINN.
State of Minnesota,	In Justice's Court,
County of Carver	SS.  Before J. D. Krause  Justice of the Peace.
William Morgan, Plaintiff	
-vs-	
Theodore Brach, Defendant	
State of Minnesota,	ss. William Morgan
	ion, being duly sworn, says that he appeas to the District Court in and
	ndered by said Justice of the Peace in this cause, on the 6th
day of August 1906	, in favor of said. Theodore Brach, Defendant
against said William Morg	an, Plaintiff
therein; and that the said appeal is me	ade in good faith, and not for the purpose of delay.
	(1/10 77207011
Subscribed and sworn to before me	this 9th day of August A. D. 190 6
	A first teach and the reaction of the reaction

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IN JUSTICE'S COURT
County of Carver

M. Margan Port

The Margan Port

APPEAL AFFIDAVIT

Filed thia Thank of Cary

Justice of the Peace.

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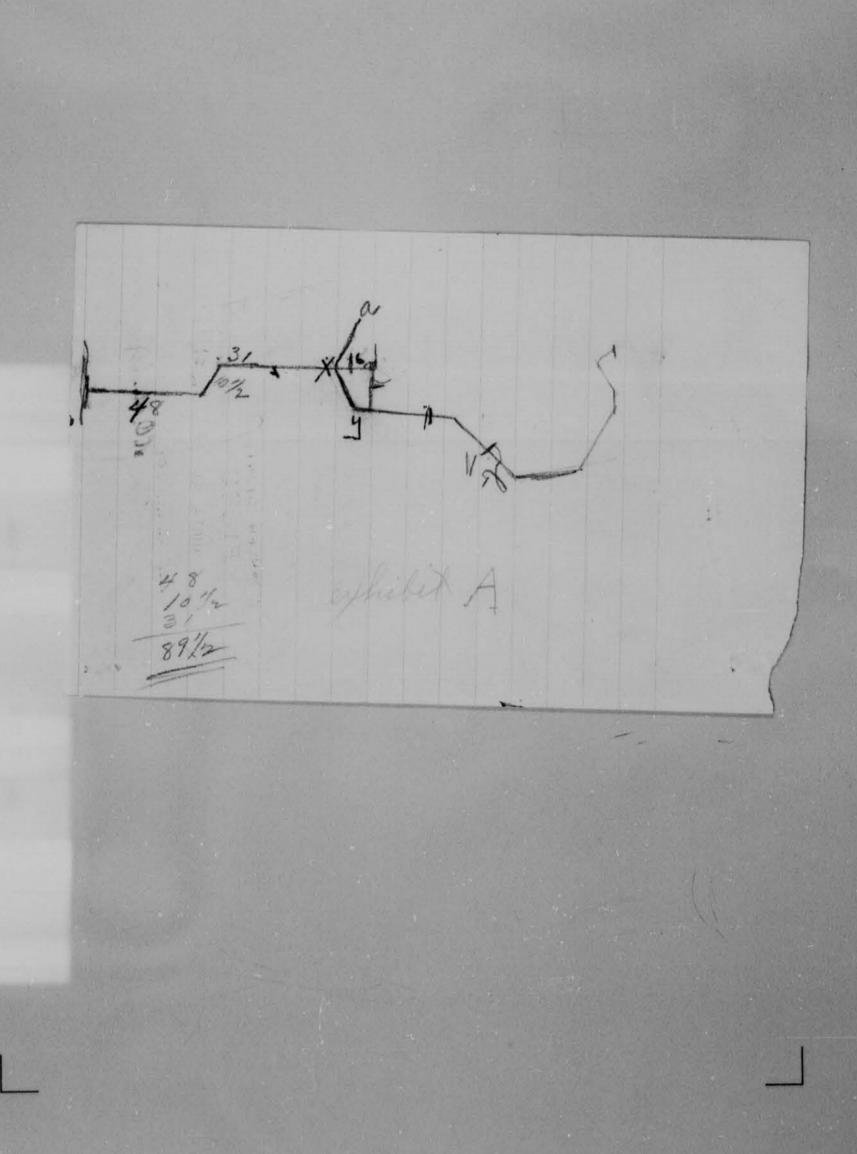
CARVER COUNTY,

FILED

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STATE OF MINNESOTA County of Carver

IN JUSTICE'S COURT Before J.D. Krause, Esq. J.P.

William Wordan

Plaintiff

Theodore Brach

Defendant

Comes now said defendant and for his answer to the complaint of the plaintiff in the above entitled action he respectfully states and shows to the Court:

- (1). That he denies each and every allegation, matter and thing in said complaint contained, and the whole thereof.
- (2). Further answering and as a secarate defense defendant alleges, upon information and belief, that plaintiff constructed a ditch in part upon the premises of this andant in the Town of Hollywood in said County and State, but avera that said ch is not to exceed 90 rods in length, and that said ditch is so constructed as to of no value whatever to this defendant or to his said premises.

Mherefore defendant prays that he be hence dismissed and that he have his costs disbursements herein.

> Odell rodell Attorneys for Defendant. Chaska, Minn.

State of Minnesota

rver County

Theodore Brach beind first duly sworn says that he is the defendant in e above entitled action; that he has read the foregoing answer and that the same true of his own knowledge except as to those matters therein stated on his infortion and belief, and as to those that he believes it to be true.

bearibed and sworn to before me is 4th day of August A.D. 1906.

Theeler Bred

Initial the Peren

State of Mumerata County In Justices Court Wom. Margan Theo. Buach answert Original Till this 4th day

of lang 1906

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GARVER COUNTY.

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St.O. Muchlbrig in in

Oddele & Oddell Sett.

Other Star Sett.

State of Minnesota,

County of Carver

The STATE OF MINNESOTA, To Paul Rudloff

You are hereby required to appear before the undersigned, one of the Justices of the Peace in and for the said County, at my office in the Village of Normood on the fourth day of August A. D. 1906, at eleven o'clock in the fore noon of said day, to give evidence in a certain cause then and there to be tried, between William Morgan

Plaintiff , and Theodore Bruch

Defendant , on the part of the Plaintiff

Given under my hand this third day of August A. D. 1906.

MIN Defendant Justice of the Peace.

State of Minnesota,	$\}ss.$
Jan Marrison	personally served the within Subpana by reading the same to
niles in the service	fees for mileage and one day's attendance, and for uce where he was required to attend; also, that necessarily traveled of said Subpona.  The said A. D. 190  Constable.
Service, \$ 9	70

IN JUSTICE'S COURT

County of

SUBPCENA

Filed this day of large

A. D. 190 12

Justice of the Peace.

SECONO

CARVER COUNTY,

FILED

AUG14 1906

AUG14 1906

AUG14 1906

State of Minnesota County of Carver

In Justice's Court Before J.D. Krause, Justice of the Peace.

William Morgan, Plaintiff. -vs-

Theodore Brach, Defendant.

The plaintiff complains of the defendant in the above entitled action and alleges:

1. That on or about July 2,1906, said plaintiff dug and constructed a certain ditch for said defendant at the special instance and request of said defendant.

2. That said defendant then and there promised and agreed to pay said plaintiff the sum of 50% per rod for the digging

and constructing of said ditch.

3. That said ditch is 103 and 1/2 rods in length; that there is now due and owing said plaintiff by said defendant for the digging and constructing of said ditch the sum of \$51.75 no part or pertion of which has been paid although duly demanded; that plaintiff demanded said sum of \$5.75 thirty day before the commencement of this action.

WHEREFORE plaintiff demands judgement:

(1) For the said sum of \$5.75 with interest thereon at the rate of 6% per annum from July 28,1906.

(2) For the costs and disbursements of this action. and constructing of said ditch.

State of Minnesota )

County of Carver William Morgan, being duly sworn, says that he is the plaintiff in the above entitled action; that he has read the foregoing complaints and knows the contents thereof; that the same is true to his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes it to be true.

Subscribed and sworn to before me

this 28th day of July, 1906.

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Given under my hand, and dated this nineteenthday of July

STATE OF MINNESOTA,	I hereby certify and return, that I personally served the within Summons upon the within
County of	named Defaudany, by reading the same and delivering a copy thereof to him, in said County, or
FEES-Mileage, Miles.	the day of 190/
Service,	14/1
Сору,	1911. Ill mario a Constable
Total \$	- Countaino
STATE OF MINNESOTA.	
STATE OF MINNESUTA.	I hereby certify and return, that on theday of
County of	I served the within Summons upon the within named Defendant , by leaving a copy thereof at his last usual place of abode, with one
FEES-Milenge 39 Miles 390	a person of suitable age and discretion, then residing therein, in said County, Defendant not being
Service, · · ·	found.
Сору, ,15	
1/ 45	
Total, 8 4-20	

In Justice's Court County of Currer Mr Morgan Pox. SUMMONS Returned and filed this .... day of 1204 1906 Justice of the Peace. Personal service of the within Summons by reading the same and by delivery of a copy to me, is hereby admitted at..... in said County, this \_\_\_\_\_day of......190.... # FILED

AUG14 1906

St.O. Muchlbry Olern.

a motion to dismiss the action upon the ground that the plaintiff has failed

Christ Dunham, Wm Morganthe plaintiff, John Boyle, albert Lange and Ed. Murphy. Question to John Boyle by defendant, did you. 8985889938 Ridch and Rudloff make an agreement to dig a ditch? objected to by defendant, objection over-

The following witnesses were sworn in behalf of the defendant,

to introduce evidence to substantiate his complaint, Motion overruled.

108-Justice's Return to Appeal.

WALTER S. BOOTH & SON, TOWNSHIP AND LAW BLANK PUBLISHERS, MINNEAPOLIS, MINN.

(After the following return is fully made out, fasten all the papers in the case together, securely here, and fold and place them in an envelope

At this time a paper was introduced and marked exhibit "A". The following The following witnesses were examined in rebuttalviz: Theodore Brach and Christ Dunham. Both sides rest. The Attorneys for the respective parties submit the case to the court for decission without argument, the Court takes the matter under advisement for further consideration.

august 6th.1906, According to/the evidence introduced I find that that the plaintiff is not entitled to a verdict, for the reason that he has failed to introduce evidence to prove that he had an agreement with the defendant for the performence of any labor, or that the defendant had promised to pay him for any labor to be performed; Therefore, judgement is rendered against the plaintiff wm Morgan for costs in this action, taxed at \$19.85 on this 6th. day of August A.D.1906

Jacob D.Krause
Justice of the peace

(10.) IN JUSTICE'S COURT
County of Carver
William Morgan

Theodore Brack a full, correct and complete statement of all the proceedings had before me in said action. action and filed with me, or had before me therein, are herewith returned and attached, and numbered that the affidavit, bond and notice of appeal, together with all the process and other papers relating to the the same is a full and correct transcript therefrom, and of all the proceedings had before me in said action; County of CARVER from one to nine inclusive; and that, together with the foregoing transcript, they contain Given under my hand this thirteenth. I hereby certify that I have compared the foregoing with the original entries in my docket and that Transcript and Return to District Court Filed in the office of Clerk of District Court, County, Minn. this \_\_\_\_\_day of\_ A. D. 190 .... Clerk. CARVER COUNTY, FILED 

88.

# STATE OF MINNESOTA, ss. supreme court.

#### MANDATE.

The State of <b>M</b> linnesota,
To the Hon. Judge and Officers of the District Court of the Eight Judicial District,
sitting within and for the County of Corver Greeting:
William Morgan was
Plaintiff , and
Shodare Broch was
a certain and was entered therein August 10, 1907, from which and said Defundant
appealed to this Court,
And Waltereas, The same was duly argued, heard and submitted at the General Opul
Term, A. D. 1908., of our Supreme Court. After mature deliberation thereupon had, our Supreme
Court did adjudge, determine, decree and ORDER "That the Order of the
Court below, herein appealed from, be, and the same hereby is, in all things offirmed
and that the Respondent Ploitiff above named have judgment accordingly."
A copy of the entry of Judgment thereupon in this Court is herewith transmitted, and made part of
this Remittitur.
How, Therefore, This MANDATE is to you directed and certified, to inform you of these
proceedings had in our Supreme Court, in said hereinbefore mentioned cause, and the same is hereby
and herewith REMANDED to your Court for such other or further record and proceedings therein as
may be by law necessary, just and proper, under and by virtue of the said Order herein made.
Waitness, The Hon. CHARLES M. START, Chief Justice of the
Supreme Court aforesaid, and the seal of said Court,
at St. Paul, this Sine 1 1 1908
day of June 1. D. 1908
day of June 1. D. 190 & C. A. Pidgron Clerk of the Supreme Court.
City in Dayrene Court

### SUPREME COURT,

STATE OF MINNESOTA.

#### MANDATE

TO THE DISTRICT COURT OF

William Morgan,
Perpondut

AGAINST

Shedan Brock,
Offpellowt

CARVER COUNTY, FILED

F.O. Muellbeg .. Clark

Attorney for

(453)

State of Minnesota County of Carver.ss. William Morgan, Plaintiff.

Theodore Brach, Dfefadant.

William Morgan, being duly sworn says:
1. That he is the plaintiff in this action.

2. That he cannot safely proceed to trial because of the absence of one Clint Dunham, a resident of LeSueur County, and a material witness for affiant in this action.

3. That in order to secure the attendance of the said Clint Dunham affiant himself went to Tracey, Minnesota, where said Clint Dunham was employed, to call upon Clint Dunham personally, but affiant want had gone out of the said state of Minnesota and will not return to said state of Minnesota until some time in November, 1906. That affiant went to Tracey for the purpose of securing the said Clint Dunham to testify in this action, and that said affiant went to said Tracey on or about the 17th of September, 1906, for the purpose of securing the said Clin Dunham to testify in this action.

4. That affiant expects and believes that the said Clint Dunham if present as a mitness at a postponed trial, would testify substantially as follows, that on or about June 1,1906, he the said Clint Dunham, dug and constructed a ditch for defendant on the premises of the defendant in Hollywood, Carver County, at the instance and request of pe defendant and that defendant agreed to pay plaintiff the sum of 50 cents per rod for said ditch; that at said time said Clint Dunham was employed by maidxwx affiant as foreman of one of affiant's ditching machines

5. That if the trial of this action is postponed until the next General term of the Court for Carver County, affiant believes that he can secure the attendance of said Clint Dunham as a witness because the said Clint Dunham will then be in the employment, as affiant believes, of affiant either in LeSueur or Carver County and in this vicinity.

6. That the testimony of the said Clint Dunham would not be cumulative and affiant knows of no other witness by whom the same facts could be proved.

7. That affiant is applying for a continuance in good faith and not for the purpose of delay.

Subscribed and sworn to before me:

this 22nd day of September, 1906.

olan & Fahey

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STATE OF MINNESOTA, \ ss.

DISTRICT COURT, EIGHTH JUDICIAL DISTRICT.

COUNTY OF CARVER. Jac J. Schlechter In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the A. D. 180 , at 9 o'clock in the forenoon, to testify in a March certain action now pending in the District Court, then and there to be tried, between William Morgan Theodore Brade plaintiff....., and defendant.....on and remain in attendance till said cause is disposed of; and the part of the Olty. for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved. P. W. MORRISON, Judge of said Court, at Chaska, It. O. Muchlbrig Clerk. Attorney.

STATE OF MINNESOTA, Ss.

CARVER COUNTY.

I HEREBY CERTIFY And return that I served the within Subpana on the within named by reading said Subpana to him in his presence, in County and State aforesaid, on this day of March 1909

Sheriff of Carter County.

Fees 70 31

By Deputy Sheriff.

No.

#### DISTRICT COURT,

EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA, COUNTY OF CARVER.

William Morgan
Shodore Brack

SUBPŒNA.

Issued March 4th 1807
ISSUED Muchlburg
Clerk District Gurt.

March 7th 18207

K.O. Muchlburg
Clerk.

On part of

1. Verdiet.	McGill-Warner Co., Legal Ulanks, St. Paul, Minu.
State of Minnesota,	DISTRICT COURT,
COUNTY OF Carver	8th Judicial District.
Milham	Morgan Plaintiff,
Theadow	Brash Defendant.
	entitled action, find a verdict in favor of the
Plaintiff and	assess his damages at the sum of
	Dollars, Foreman.
Dated at Chaska	this 8 che day of
march 19	07.

State of Minnesota,
county of Carver

DISTRICT COURT,

Eth Judicial District.

Okillian Margan
Plaintiff,
against

Defendant

VERDICT.

Filed Mar. 8 1907

J. M. C. Mushlbry Clerk.

By Deputy.

(453)

J. Mcolli Warner Co., 8t. Paul, Mion.

No. 982-Clerk's List of Jurors.

PIONEER PRESS Co., Stationers Printers of Legal Blanks, etc., St. Paul, Minn.

STATE OF MINNESOTA, County of Caron DISTRICT COURT. William Morgan Theodore Brack Defendant JURY LIST. FILED HO. Muchlberg Co. 4. PIONEER PRESS CO., ST. PAUL, MINN.

State of Minnesota, DISTRICT COURT,
State of Minnesota,  Sounty of Carver   88.  DISTRICT COURT,  Eight JUDICIAL DISTRICT.
41.10.
William Morgan Plaintiff,  Theodore Brach Defendant
-4x- Plaintiff
-4P. 1. Br. 1
Defendant
Know all Men by these Presents, That Sheadore Brach
of Hollywood, Carrier County, Minusota,
Know all Men by these Presents, That Theodore Brach of Hollywood Bayer County, Minusota, as principal and albert Breesdorf and Hyd wielke
1742 vicere
as sureties, are held and firmly bound unto
William Morgan in the sum of
United States, to be paid unto the said
Morgan heirs, executors, administrators
or assigns, for which payment well and truly to be made, we jointly and severally
bind ourselves, and each of our heirs, executors and administrators, firmly by these
Sealed with our seals and dated this 30 th day of angust
A. D. 18.1907.
The condition of this obligation is such that whereas the said
Theodore Brack + +++
certain Order made in the above entitled action and
filed in the office of the Clark of said Court on the 10th
day of August 1907 danging said defendants motion for fredy-
ment notwithstanding the verdet offer a new tral
NOW THEREFORE, if said appellant shall fay the coals of
said appeal and the damager suctained by the respondent
shall be affirmed, or the appeal disnissed, and to abide
and satisfy the juxquent or order which the appel-
late court may give therein,
then this obligation to be void; otherwise to remain in full force.
In Testimony Whereof, We have hereunto set our hands and seals the
0 ~1 1
Signed, Sealed and Delivered in Presence of
C.m Houghin Albert Biers der Souls
Ochert Groenke )

State of Minnegota, County of barren On this 30th day of August 1. D. 207, before me, a Molary Publice within and for said County, personally appeared Theodore Brach, albert Bressdorf and Hypomielke to he known to be the person described in, and who executed the foregoing and within instrument, and acknowledged that They executed the same as Their free act and deed. Om ofoughten State of Minnesota, albert Breisdorf and Hyso mielke ing duly sworn, say each for himself, that he is one of the sureties above named; that he is a resident and freeholder of the State of Minnesota, and worth the amount of Second Hundred and Fifty (250.00) Dollars, specified in the foregoing bond, above his debts and liabilities, and exclusive of his property exempt from execution. And each affiant urther says on oath, that he is worth double the amount specified in the foregoing bond. Subscribed and sworn to before me, this
30 day of any 18 Albert Dierodorf

Com Houghlen Ag Dmulke

DISTRICT COURT,
Eighth Judicial District,
Country of Carcur

William Morgan

Peff.

Bond in Appeal, Supreme court.

I hereby approve the within Bond and the sureties therein contained this loth day of Seffender A. D. 18 1201

Pudge JA & Green Spring this 24 day of Seff and by gofy this 24 day of Seff and it weeks a surety admitted.

Chele o Odele Callys for Dieft.

Chele o Odele Callys for Dieft.

Chele o Odele Callys for Dieft.

County of Carver

DISTRICT COURT

Eighth Judicial District

William Mergan

Plaintiff

VS

Theodore Brach

Defendant

Sirs:

You Will Please Take Notice, That the above named Theodore Brach appeals to the Supreme Court of the State of Minnesota from that certain order made in the above entitled action and filed in the office of the Clerk of said Court on the 10th day of August 1907 denying said defendant's motion for judgment notwithstanding the verdict or for a new trial of said action, and from the whole thereof.

Dated this 30th day of August A.D.1907.

Yours &c.,

Atterneys for Defendant,

Chaska, Minn.

Te

John J. Fahey, Esq.,

Attorney for said Plaintiff,

and

H. O. Muchlberg, Esq.,

Clerk of said District Court.

State of Minus ata District Court William Morgan

Theodore Brack Deft.

Motion of appeal to Sur

preme Count voer damped to wes first end frames hand to Avelo appeals to the Court of the State of Minnes and Tram that certain and to sollts end at beilt bus meliton heittine evada Janua . soliter . Last Dece and personal ser wice of the south the the day of september 190% Jer rakant fire cheese heart brack strack KO. Muchlbry Com. (453) denting hand defend-Odell o Odell Deft.

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State of Minnesota, County of Carver.

District Court. Eighth Judicial District.

William Morgan,

Plaintiff,)

against

Defendant.

Theodore Brach,

Pursuant to notice duly given and by consent of counsel for the respective parties, the said defendant in the above entitled action, at Chambers, in the Village of Norwood, Carver county, Minnesota, on the 29th day of May, A.D. 1907, made a (1.) That judgement be entered in said action in motion, favor of said defendant, notwithstanding the verdist herein, upon the ground that the Court erred in denying defendant's motion that the Court direct a verdict in favor of the defendant; That in case said motion be denied, an order be made (2.) vacating the verdict heretofore found in said action and granting a new trial thereof, on the following grounds: (a) that the verdict is not justified by the evidence; and (b) that the same is contrary to lew.

Said motion was made and based upon all the files and records in said action, including the settled case therein.

Odell & Odell, Esquires, appeared as counsel for the defendantin support of said motion;

John J. Fahey, Esquire, appeared as counsel for the plaintiff, in opposition thereto.

After hearing the arguments of gounsel for the respective due consideration, the Court is of the opinion that there is evidence tending to support the contract set out in the complaint of the plaintiff upon which the plaintiff seeks to recover, and it is therefore ORDERED, that the said motionsof the defendant be, and the same hereby are, in all respects denied.

Dated at Norwood, Minnesota, this 9th day of August, A.D. 1907.

Judge of said Court.

all proceedings on part of the plaintiff stayed for a period of 3 o drys, from date of notice of the filling of this order.

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Judge

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STATE OF MINNESOTA County of Carver DISTRICT COURT
Eighth Judicial District

William Morgan

Plaintiff

VS

Theodore Brach

Defendant

Sir:

You will please take notice that at a General Term of said Court to be held at the Court House in the Village of Glencoe in the County of McLeod in said State on Monday the 13th day of May A.D. 1907 at the opening of said Court on that day or as soon preafter as counsel can be heard defendant will move said Court:

First. That judgment be entered in said action in favor of said defendant notwithstanding the verdict therein.

Which said motion will be made upon all the files and records in said action. and cluding the Settled Case therein, and based upon the ground that the Court erred in anying defendant's motion that the Court direct a verdict in his favor.

Second. You will also take notice that at the same time and place hereinbefore specified said defendant will move said Court that in case said motion that judgment be entered in said action in favor of said defendant notwithstanding the verdict therebe be denied, an order be made vacating the verdict heretofore found in said action and granting a new trial thereof upon the following grounds:

- a. That the verdict is not justified by the evidence, and
- b. That the same is contrary to law.

Which said motion will be made and based upon all the files and records in said ation, including the Settled Case.

Yours &c..

Attorneys for Defendant.

To

John J. Fahev. Esq. .
Attorney for Plaintiff.

Original State of Minnesota, County of Carrer District, Court. William Morgan Plaintiff. Theodore Breach Defendant. Notice of Motion for Judgmentele. Due and personal service of the within this.....day of..... CARVER COUNTY, Attorpey for E.D. Aug 10 1907

Muchlburg Clerk

Odele & Oge el
Attorneyo for Deft

Charka Micine

MILER-DAVIS PRINTING CO., MINNEAPOLIS

DISTRICT COURT

County of Carver

Eighth Judicial District

William Mordan

Plaintiff

VS

Theodore Brach

Defendant

The above entitled cause came duly on for trial in its order at the General Warch Term. 1907. of the District Court duly held in and for the said County of Carver on the 3th day of March A. D. 1907. at the Court House in the City of Chaska in said County before the Honorable P. W. Morrison. Judge of said Court, and a jury, and thereupon the following proceedings were had:

John J. Fahev. Esq. . appeared as counsel for the plaintiff; Odell & Odell. Esqs. . appeared as counsel for the defendant.

Theodore Brach, the defendant, called for cross-examination under the statute, being first duly sworn, testified as follows:

camined by Mr. Fahev:

I am the defendant in this action. I live on a farm in Hollywood town in this county. I have considerable low.wet and swampy land upon my farm. A ditch was dus and constructed over my farm in Hollywood in the first part of July 1908. I was present when the ditch was dus and constructed over my farm. I do not know who dus the ditch.

William Morgan, the plaintiff, called as a witness in his own behalf, being first ally sworn, testified as follows:

I am the plaintiff in this action. I live at Le Sueur, Minnesota. My business, as a seneral thing, is ditching; I operate several ditching mashines throughout Carver and LeSueur counties and different parts of the State. I am not personally acquainted with he defendant. Wr. Brach; I never met him till last July.

One of my machines dut a ditch on Mr. Brach's premises in July 1906; I was not resent when the machine dut the ditch. My foreman at that time was a man by the name of Dunham; Dunham is now in Colorado.

I never received any money from Mr. Brach for any ditch; I made a due demand up-

Cross-Examination Waived.

Charles Weisbrich. called on behalf of the plaintiff, being first duly sworn, testi-

fied as follows:

Examined by Mr. Fahev:

I reside in Camben town this County. I know the defendant Theodore Brach. I am a farmer. In July 1906 I was in the employ of Mr. Morgan, working on a ditching plow. We ditched for several persons in July 1906. The ditching plow would construct a ditch three and a half feet deep and six feet wide. Our foreman on the ditching machine at that time was Clint Dunham. I was operating on that machine when the ditch was constructed for Mr. Brach.

Q. Mere you present when Mr. Brach had a conversation with Clint Dunham relative to having the clow on which you worked come over to construct a fitch for Mr. Brach?

A. Yes. sir.

Q. Did you hear all the conversation at that time when Mr. Brach had that conversation with Mr. Dunham relative to the dissins of the ditch for Mr. Brach?

A. Yes. sir.

- Q. Where did this conversation take place relative to the construction of the ditch for Mr. Brach?
- A. I know the place, but I don't know the farmer's name.

3. It was in Hollywood? A. Yes.

2. Did you hear Mr. Brach ask Mr. Dunham to come over and did a ditch for him on his farm?

A. Yes.sir.

Did you hear Mr. Brach ask at that time Mr. Dunham what price he would charge him.

Mr. Brach.for the didding of the ditch?

A. Yes, sir.

). What did Mr. Dunham tell Mr. Brash?

A. He told him the way he worked it.fifty cents a rod and board and feed for ourselves and the horses.

Then.I understand. Wr. Brach asked Mr. Dunham to come over and construct a ditch for him on his premises?

A. Yes sir.

- 3. Did he not. And he also asked Mr. Dunham----
- By Mr. Odell: Let the witness tell what was said.

By the Court: Oh. ves. let the witness testify.

Old Mr. Brach---Did you hear Mr. Brack at that time tell Mr. Dunham to come over and construct a ditch for him?

A. Yes sir.

1. Mr. Brach asked Mr. Dunham. did he, to come over and construct a ditch?

A. Yes sir.

A. At the agreed price of fifty cents a rod? A. Yes sir.

. And what did Mr. Dunham say then?

. Mr. Dunham told him he would be the next job.

). That he would so over the next job? A. Yes sir.

2. Did Wr. Dunham have any conversation with Wr. Brach relative to the size of the ditch he wished constructed?

A. Well. not exactly.

9. Did he say anything about this ditching machine being too small?

A. Well. he didn't really say it was too small; he kind of thought it was a little small, still he thought it would do better work than the other; he was well satisfied with the machine.

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Q. How long before you went over there did this conversation take place? A. About a week. I guess. Q. Do you know whether or not Mr. Dunham moved the machine over to Mr. Brach's farm? Q. Do you know whether or not Mr. Dunham constructed a ditch upon the farm of Mr. A. Yes sir. Q. Were you present when the machine was moved over to Mr. Brach's place? A. Yes.sir. Q. On his farm. Was Mr. Brach present? A. Yes sir. Q. Who else was present, if you know, anybody? A. Mr. Boyle. Q. Who showed you where to take the machine to, or Dunham, rather? A. Mr. Brach. Q. Was Mr. Wetter present or don't you know whether he was or not? A. No. I don't know him. a. Welter. I should have said? A. Welter. ves. sir. A. He was present when the machine was moved on Brach's farm? Did you see Mr. Dunham working on the machine when this ditch was constructed on A. Yes.sir. Mr. Brach's farm? 9. Was Mr. Brach present? A. Yes sir. Q. Did Mr. Brach. --- was he on the machine also. Mr. Brach? a. When this ditch was being constructed upon his farm, was he on the machine? Yes, sir, the biggest part of the time. How long did it take you to construct -- that machine to construct the ditch for Mr. Brach? A. A little over a day. Q. Was Mr. Brach present all the time while the machine was on his farm? 9. Did you have any conversation with Mr. Brach after this ditch was completed on his farm? . No. sir. not that I know of. A. No sir. . You had no conversation with him? A. No sir. . No talk about the ditch? a. Did----A. (continuing) Not exactly; we talked about it, but we didn't talk any business about But. I mean, did Mr. Brach express himself as being satisfied after it was completed? Yes, sir. He told you he was satisfied with the ditch? Cross Examination. v Mr. Odell: 2. Where did you. Wr. Weisbrich. where did you say this conversation took place? A. At the job before we started. Q. Was anybody else present at the time this conversation took place? A. Not that I know of.

9. You know Mr. Rudloff? A. Mr. Rudloff, who is he now# Yes, I duess Mr. Rudloff was there.

Q. Wasn't Mr. Rudloff present at that time?

A. Yes sir.

# Re-Direct Examination.

By Mr. Pahev:

Q. Mr. Weisbrich, you were with the machine, were you not when it was moved over to Mr. A. Yes sir.

Q. And did Mr. Brach tell you where to commence work, Mr. Weisbrich?

A. Yes, sir.

Q. Tell the machine?

A. Yes sir.

Q. And you say that you were present when the conversation took place between Mr. Brach and Mr. Dunham relative to the construction of this ditch?

- Q. The conversation took place how many days, to you remember, before you moved the machine up to Mr. Brach's farm?
- A. Well, a few days; I don't know just how many days, between four and five.

. You can't remember exactly now, Mr. Weisbrich?

A. No. sir.

### Re-Cross Examination.

Mr. Odell:

. Let us see. Tell us again, Mr. Weisbrich, just what that agreement was; just tell what the agreement was between Mr. Brach and Dunham.

A. The agreement they made with each other was he asked whether we could die a ditch for him.

Let's see, just repeat that again.

They came over----

a. Who were they?

A. Rudloff and Mr. Brach; and asked us whether -- how we ditched, and what we charged, and if we thought we could die a dtish for them.

Q. For them. Rudloff and Brach?

A. Yes, sir. We asked them what kind of meadow they had; they told us kind of soft meadom. Mr. Rudloff and Mr. Brach thought they wanted a bigger size machine, but then they thought ours would do better work because we run a knife and would make a better ditch than that other would.

3. They asked if Mr. Morgan could did a ditch for them?

A. Yes. sir.

a. Rudloff and Brach? Yes, sir, and the rest of them.

Who were the rest?

. Hendricks; I don't remember who all they we

. And Mr. Boyle?

A. Mr. Boyle was one of them.

- . So the contract then was between Mr. Dunham on the one hand, and Rudloff and Brach and the others----
- A. No. sir, he had the doing of it, and---

- Q. Well, what do you mean, that he was acting for Mr. Morgan. -- that Dunham was acting for Morgan, or that Mr. Rudloff was acting for Mr. Hendricks, Mr. Boyle, Mr. Brach and himself? Is that what you mean?
- A. Well he told us all the parties that belonged to the ditch.
- Q. And he was acting for them.

A. Yes sir.

- Q. And any contract he made then was between him, acting for these four, and Dunham acting for Worgan, wasn't it?
- 'A. Yes sir.
- Q. Yes, that was the agreement that you heard at that time.

# By Mr. Fahey:

- Q. Well. didn't Wr. Brach at that time, in that conversation with Mr. Dunham, tell Mr. Dunham he would be satisfied to pay fifty cents a rod for the construction of the ditch?
- By Mr. Odell: I object to that as leading.
- By the Court: That is leading. Wr. Fahev; the objection is sustained. He can so on and tell the talk that was had there.
- By Mr. Fahev: Yes. he has told us.
- y the Court: He says now on cross examination that Rudloff and Mr. Dunham and Morgan are the parties that made the contract.
- w Mr. Fahey: I understood him to say "he". I don't know who he means by "he".
- O. Now, when this conversation took place relative to the dissing of the ditch, will you tell who were present at that conversation? You were present, were you?
- A. There was only Mr. Rudloff and Mr. Brach there and me and Mr. Dunham.
- . That is all that were oresent?

A. Yes sir.

- . Now, did this conversation take place between Mr. Dunham and Mr. Brach, or between what parties?
- A. Well. Dunham and the both parties. Mr. Brash and Mr. Rudloff.
- Q. Did Mr. Rudloff do much of the taling at that time?
- A. Yes.sir.
- 9. What did -- did Wr. Brach do much of the talking at that time?
- . Just as much as Wr. Rudloff.
- 3. You say that conversation took place between Mr. Dunham and Mr. Brach and Mr. Rud-loff?
- A. Yes. sir.
- Q. At that conversation did Mr. Brach sav he was satisfied to pay for his share of the ditch?
- v Mr. Odell: Wait a moment. Objected to as leading.
- he Court sustained the objection.

Charles Weisbrich, re-called. examined by Mr. Pahev:

A. Now. Mr. Weisbrich, you stated in your examination this morning that Mr. Brach came over to the machine on which you were working, and over which Mr. Dunham was foreman, and had a conversation in your presence with Mr. Dunham relative to digging and

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constructing a ditch for Mr. Brach. Will you give the jury that conversation as nearly as you remember it?

- A. Yes.sir. Mr. Brach and Mr. Rudloff came over to see what work we was foing and asked us -- they had a job there and would like us to do it for them, and Mr. Rudloff and Mr. Brach both thought that the ditch was a little small, but thought as we used knives we could do a better job than Hahn could, we could get a better ditch; so they asked----
- By the Court: Go on.tell who asked?
- A. Mr. Rudloff and Mr. Brach both joined in the conversation and they asked us how we ditched----
- By Mr. Odell: That is vou weren't a party to this conversation were you? The talk was between Dunham and the other men?
- A. The talk was between Dunham and the other men.
- By Mr. Odell: You were simply a listener?
- A. Yes sir.
- Q. Go on.
- A. They asked Mr. Dunham. Mr. Rudloff asked Mr. Dunham. what he was taking a rod. how he was ditching; he told him he was ditching for fifty cents a rod and feed and board for the men and horses, and he asked him whether he had any ditching to do. Mr. Dunham asked Rudloff; whether he was to start on his. and Mr. Brach says "You start on mine". He says, "Mr. So-and-So". he didn't know him then. he says. "Have you dot some ditching to do?". He says, "Yes, you start on mine". So that was all there was to it. Mr. Brach told him he would have to to by his house and he would show us where to start, show the starting place; that was all the conversation we had.
  - Did Mr. Brach at that time ask what the price per rod was? Yes.sir.
- Did Dunham-----
- A. He told that in the conversation.
- Q. Did he tell that to Mr. Brash. too?
- A. Yes.sir.
- Q. Did Mr. Brash say anything then? Not that I know of.
- I thought you said Mr. Brach said. you just testified, did wou not, Mr. Brach told them to some over and start on his place?
- A. Yes sir.
- By Mr. Fahey: Now.I would like to ask him one question.if the Court please.as to the length of the ditch constructed.if he knows; but we can establish that by another witness if necessary.

the Court: Well. to on.

- You were on the machine all the time. were you, when the ditch was due on Mr. Brach's place?

  A. Yes, sir.
- Q. Did you measure the ditch after it was completed?
- . Yes, sir, me and Dunham.
- 3. Yes, how long was the ditch?
- A. I don't remember; some hundred rods. I think a hundred or over.
- 2. Do you know whether it was a hundred rods?

A. I don't know exactly; it was close around a hundred; it was not quite one hundred; I have foreotten. Cross Examination. By Mr. Odell: Q. Now. you testified. Mr. Weisbrich. that Wr. Rudloff said in the course of that conversation that he had the doing of it; that we is he was conducting the negotiations for the other parties? A. Well, he was doing the most of the talking. Q. And he said in the course of that talk that he was doing the matter, that he was talking for the others, who were named this morning; that was your testimony of cross examination, was it not? A. I don't know whether he was the head man; but Mr. Dunham asked him whether he was the only man on the ditch. Mr. Rudloff says no there are five of them in this ditch. and Mr. Rudloff thought they would be satisfied. 3. Were the names of those five mentioned in this talk? A. Yes, sir. a. Who were they? 1. I just know one or two of them. Who were they? . Mr. Hendricks was one, and Boyle and Brach, those four. 3. And this ditch, this contract, this agreement/sovered was a ditch to be built for Hendricks. Mr. Boyle and Mr. Brach, and this other man whom you don't remember, by Mr. Dunham acting for Mr. Morgan? . How is that? . I say this ditch to be built by Mr. Dunham under this agreement was to be due for Mr. Hendricks, Mr. Boyle and Mr. Brach? A. Yes, sir. Q. And Mr. Rudloff himself himself was one of the four? A. How is that? 2. And Mr. Rudloff himself was one of the five? wasn't he? A. Yes, sir. Re-Direct Examination. By Mr. Pahay: 9. In that conversation, Mr. Weisbrich, was there anything said as to who should pay for the construction of this ditch? What was said, if anything? 4. Who was to pay for the ditch? A. Well.no. I don't remember; but I remember old man Brach -- I have got proof of that -he says when his ditch was done he would pay for it; I remember that. By Mr. Odell: Q. Did you hear Rudloff say anything about how the others would pay, or what payment they would make? A. No. sir. Q. Brach said he would pay his ditch?

A. Yes. sir. he said. "When my ditch is done, I will pay my ditch".

### PLAINTIPP RESTS.

- By Mr. Odell: The DEFENDANT RESTS, also, at this time, Your Honor, and I move the Court to direct a verdict for the defendant on the ground that it appears that plaintiff has failed to prove the contract set out in his complaint, but has affirmatively proved a contract between Mr. Morgan, by his agent Mr. Dunham, and four or five other contracts, that is, five parties of the second part to the contract; and further, that it does not appear from the evidence that that contract was ever performed.
- By the Court: There is some evidence stated by Mr. Weisbrich while on the stand the last time that Mr. Brach said when his ditch was dud he would pay for it. Mr. Odell. there is some question in my mind as to whether or not -- there is some evidence doing to show that the contract alleged in the complaint was made, and I am going to submit that question to the jury whether that sued upon was the contract entered into at that time.
- By Mr. Odell: His testimony could be stricken out on the ground that it does not support the contract pleaded.

The Court denied the motion of the defendant, which ruling was duly excepted to.

#### CHARGE.

Sentlemen of the Jury:

The plaintiff. William Morgan, brings this case into this Court against Theodore rach to recover from the defendant Theodore Brach a certain amount for the digging all construction of a certain ditch over the premises of the defendant in June or July 1906.

The plaintiff complains in his complaint that on or about July 2nd 1906 said plaintiff dug and constructed a certain ditch for said defendant at the special intence and request of said defendant; that said defendant then and there promised and adveed to pay said plaintiff the sum of fifty cents per rod for the dissing and construction of said ditch; that said ditch is 103 and a half rods in length, and that there is now due and owing said plaintiff by said defendant for the dissing and constructing of said ditch the sum of \$51.75, no part or portion of which has been paid.

To that complaint of the plaintiff the defendant has interposed an answer in which he denies the allegations of the complaint of the plaintiff and further answering when the defendant alleges that upon information and belief the plaintiff constructed a ditch in part upon the premises of this defendant in the town of Hollywood in said County and State, but avers that said ditch is not to exceed 80 rods in length

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and that said ditch is so constructed as to be of no value whatever to said defendant or to his said premises.

Now that answer. Gentlemen of the Jury outs in issue the allegations of the comolaint with respect to the contract sued upon but admits that the plaintiff dug a ditch eighty rods in length over his premises.

Now, it is incumbent upon the plaintiff under the issues as framed in this case, and under the laws of this State, to satisfy you by a fair preponderance of all the testimony in the case, that the contract set out in the complaint and upon which he seeks to recover, is the contract made and entered into by the parties at the time of this transaction. He contends that this contract was made separate and apart from any other contract in which the other persons mentioned were a party; and the defendant contends that the contract was made between five farmers there for the disting of one ditch. If that were the contract at that time, the plaintiff in this suit cannot recover, because such contract is not set out in his complaint. To justify you in finding in favor of the plaintiff it would be necessary for you to find that the contract was made at that time separate and apart from these other five persons, by and between the plaintiff's duly authorized agent Mr. Dunham, on the one hand, and Mr. Brach on the other.

Now, you have heard the testimony in this case. Gentlemen of the Jarv. and it is for you to say from all the evidence adjuced here upon the trial, and the circumstances disclosed by the evidence, whether or not the contract sued upon is the contract made at the time of the digging of this litch. --at or about that time.

Now the plaintiff, as I said before must satisfy you by a fair preponderance of all the testimony adduced in this case. By that is meant the greater or superior weight of testimony; and if he has failed in that then he is not entitled to recover under the pleadings as they are framed here.

If however, you find that this is the contract that Wr. Brach and the plaintiff, or his agent Dunham, entered into a contract for digging the ditch over his premises then you will be called upon to determine a different question, what was --- I guess there is no controversy in the evidence as to the amount agreed upon being fifty cents a rod -- but there is some controversy as to the number of rods dug over the premises of Mr. Brach, that is, Mr. Brach in his answer claims it is eighty rods; and it might be for you to say whether there is any testimony as to there being a hundred

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rods. There isn't any testimony that would warrant you in finding. Gentlemen of the Jury. that there was any more than a hundred rods dug over the premises of the defendant. It is incumbent on you to determine how many rods were actually dug over the premises of the defendant.

Now. Gentlemen, you are the judges and the sole judges of all questions of fact in this case, and it is for you to determine from the evidence what the contract was and whether or not the plaintiff is entitled to recover, and if entitled to recover at all. how much from the defendant. In no event can you find a verdict in favor of the plaintiff for any greater sum than fifty dollars, under the evidence in this case.

Now.I have prepared for your consideration two forms of verdict, which will be submitted to you. After you retire to your jury room you will select a foreman from your number, and after you agree upon a verdict he will sign that verdict and you will return it into Court. One of these is in favor of the plaintiff, and in that verdict the ount or number of depollars is left blank; you will determine how much the plaintiff as entitled to recover, if you find he is entitled to recover at all, and insert that amount in the form of verdict prepared for you in such a case, and your foreman will sign that and return it into court. And, in the other case, in case you find in favor of the defendant, that this contract sued upon is not the contract made at that time, the preman will sign the cerdict prepared in that case and you will return it into Court.

DISTRICT COURT

County of Carver

Eighth Judicial District

William Morgan

Plaintiff

VS

Theodore Brach

Defendant

Sir:

You will please take notice that the foregoing contains all the evidence offered and received on the trial of the above entitled action, all the objections and rulinds rade and all exceptions taken at the trial, and all proceedings had thereon, and the use is hereby proposed by said defendant as and for the Settled Case in said action containing all evidence offered and received, all objections and rulings made, all exceptions taken and all proceedings had in said action.

Yours &c..

Attorneys for Defendant.

Chaska, Minn.

To

John J. Pahev. Esq.. Attorney for Plaintiff.

DISTRICT COURT

County of Carver

Bighth Judicial District

William Mordan

Plaintiff

VS

Theodore Brach

Defendant

It is hereby stipulated by and between the parties hereto that the foregoing proposed case may be taken as conformable to the truth and as containing all the evidence received upon the trial of said action, all objections, rulings, and exceptions, and all preedings had upon such trial, and that the same may be settled and allowed by the dudge of said Court as the Settled Case herein without notice.

John J. Faher Attorney for Plaintiff

Attorney for Defendant.

DISTRICT COURT

County of Carver

Eighth Judicial District

William Morgan

Plaintiff

VS

Theodore Brach

Defendant

State of Winnesota

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Sounty of Carver

The foregoins having this day been duly presented to me for allowme and signature as and for a Settled Case in the action therein entitled, and the
me having been examined and found conformable to the truth, the same is hereby allowed and signed as and for a Settled Case in said action containing all the evidence
received upon the trial of said action, all objections, rulings, and exceptions, and all
occedings had upon such trial.

ted Chaska. April 16th. 1907.

Juise.

State of Minners District Court William Morgan Plantiff. Theodore Brack Defendant Settles Care CARVER COUNTY, FILED Jr.O. Muehlbry Odell's Odell Allys for Dift, Chauth, Mining

State of Minneseta,

County of Carver. 88

Jehn J. Fahey, being duly swern, says that en the 11th day of June, A.D.1908, he placed in a stamped and addressed envelope and bearing sufficient pestage and addressed to P. R. Curran, Esq., Nerwood, Minn., a copy of the within Affidavit of Disbursements and Notice of Tax-minn., and mailed the same to said P. R. Curran and that the said P. R. Curran gets his mail at Nerwood, Minn.

The ST

Subscribed and sworn to before me: John J. Fahry
this 11th day of June, A. D. 1908.

# NOTICE OF TAXATION OF COSTS.

State of Minnesota, County of Career ss.	DISTRICT COURT,
County of Carree S	Ceglith Judicial District.
William Morgan,	Ramaff
Theodore Bruch.	Lefendant
	11 # 1
Sir: Please Take Potice, That o	m the 16th day of June 1908 g made to H. C. Muchlberg Esq., Furt House in the Certy
at 10 o'clock a M. application will be	a made to H. C. Muchlberg Esq.
Olerk of said Court, at his office in the	Furt House lette
Clerk of said Court, at his office in the	for the cong
of Unaska in the County of	Carver and State of Minnesota, to have the
within bill of costs and disbursements taxed a	nd inserted in the judgment then and there to be entered
erein.	8
Dated June 9th 100.	
	ers respectfully.
	Al A Fal.
	Jone J. Janey
- W. F. Cdell Eng.	John J. Fahry Attorney for Plf.
10	Attorney for
To W. F. Odelf, Eng.	

	Court,		
Sounty of Coarne	Judicial District,		
William	Morgan. Plandiff		
	och.		
	Peferedant		
Notice of Taxation o Costs and Dis			
Due service of the wit ments and affidavit to taxation thereof, by	same, and notice of		
thereof, is hereby adm.			
day of			
Attorney for			
1. 9. 190 8 M	ayor June		
Harris VII	lbug		
N.O. Muel	Olerk.		

DISTRICT GOURT

William Morgan

Plaintiff

VS

Theedere Brach

Defendant

Sirs:

You will Please Take Notice, That the above named Theodore Brack appeals to the Supreme Court of the State of Minnesota from that certain order made in the above entitled action and filed in the effice of the Clork of said Court on the 10th day of August 1907 denying said defendant's motion for judgment notwithstanding the verdict or for a new trial of said action, and from the whole thereof.

Dated this 30th day of August A.D. 1907.

Yours &c.,

neys forDefenda

chaska, Minn.

Te

John J. Faney, Esq.,

Attorney for said Plaintiff,

and

H. O. Muchlberg, Esq.,

Clerk of said District Court.

State of 30 4 county William Morgan Plf.
Therdow Bunch Deft.
Motice of Oppeal to Supreme Court befry See file Rey, Djage Odcee & Ode ce Attyo, for Delt

No. 3038 Plaintiff's Attorney, Defendant's Attorney. Date of Entry. Register of Actions ... Term Tried. Judgment for .... Amount of Judgment \$... Date of Judgment .... Judgment Book ... Default Judgment Book ... Date of Docketing

State of Minnesota County of Carver District Court Eighth Judicial District

Frank White

100

Plaintiff

VS

John Cox

Defendant

Know all men by these presents. That we Frank White as Principal and These Duckers and Theodors Noture as Sureties are held and cirmly bound unto John Cox in the sum of Two Hundred and Fifty Dollars (\$250).law-rul money of the United States to be paid unto the said John Cox. his heirs executors, dministrators and assigns for which payment well and truly to be made, we jointly and severally bind ourselves, and each of our heirs, executors and administrators firm-ly by these presents.

Sealed with our seals and dated this 5th day of September A.D. 1906.

The Condition of this Obligation is such. That whereas the above named plaintiff has applied for a Writ of Attachment egainst the property of said John Cox.defendant in said action, and has filed an affidavit pursuant to the statute in such case made and provided;

Now. Therefore, in case judgment be given for the defendant or in case the Writs shall be vacated, if the plaintiff shall pay all costs that may be awarded against him and all damages caused by the attachment, not exceeding, the penalty of this bond, then this obligation shall be void; otherwise to remain in full force.

In Testimony Whereof. We have hereunto set our hands and seals this 5th day of September A.D. 1906.

Signed, Sealed and Delivered in presence of

W. C. Odell

Frank While (seal)

Harman Dichrely (8031)

Theodore hoterman seel).

1

N. J.

State of Winnesota

100

County of Carver

On this 5th day of September A.D. 1906, before me.a Notary Public in and for said County, personally appeared Frank White. Herman Diedniek and Theodore Moterman to me known to be the persons described in and who executed the foregoins and within instrument, and acknowledged that they executed the same as their free act and deed.

Motory Public, Mines
My commission expires July 18,1907.

State of Vinnesota

Herman Diedrick and Heodore Hoterman

being first duly sworm, say, each for himself, that he is one of the sureties above named; that he is a resident and freeholder of the State of Minnesota and worth the amount of Five Hundred Dollars, double the amount specified in the foregoing bond, alove his debts and liabilities, and exclusive of his property exempt from execution.

Subscribed and sworr to before me
This 5th day of September A.D. 1906.
Theodore Matumum

Eux Odell notary Public Min .

State of Minnesota,  County of Court.  District Court.  Frank White	on the oath deposes and says on the of the usual abode of said — a person of uell known to be the same
Plaintiff,  Vs.  Plaintiff,  Defendant.  Dond in Ottach	being first duly sworn ujin said County and State within at the house at true and correct copy of said.
Attorney for  I hereby of from the with  Bond and the sunties therem  Dated Sept. 5, 1903.  Reply of said Bount	of Minnesota, Served the series of the series s
Ocece & Ocece Attorneys for Peff,  Charka, Micro MILEST-DAVIS PRINTING CO., MINNEAPOLIS  (455)	County ofthat at thethethethethethethethethesuith so suitable age and

DISTRICT COURT

County of Carver

Frank White

Plaintiff

VS

John Cox

Defendant

State of Minnesota

BB

County of Carver

Frank White came before me personally and being first duly sworm.

says that he is the plaintiff in the above entitled action, which is brought for the regovery of money, and a summons has been issued therein. That a cause of action exists against the defendant and in favor of said plaintiff and the amount of plaintiff's claim therein is One Hundred and Fifty Six Dollars and interest, and the dround thereof is as follows, that is to say: First, Said defendant made, executed and delivered to this plaintiff on to-wit, Warch 22nd 1904, his promissory note, bearing date on said day, whereby he agreed to pay to this plaintiff on December 1st. 1904 the sum of \$128.00 with interest thereon at the rate of 7% per annum until paid, and that no part of the principal or interest so agreed to be paid has ever been paid. Second, Said plaintiff at divers and sundry dates, from April 1st 1904 to August 31st 1908, inclusive, at defendant's special instance and request, sold and delivered to said defendant hardware and machinery of the agreed value of \$69.45. That defendant has paid on account of the purphase price of said goods the sum of \$11.45 and no zore, and now owes plaintiff on account of said goods the sum of \$23.

And that said defendant is about to assign. secrete or dispose of his property with intent to delay and defraud his creditors and especially this plaintiff.

And said affiant doth depose and say that he is in danger of losing his said claim by reason of the facts aforesaid unless a Writ of Attachment issue; and prays that such Writ of Attachment may be allowed and issued against the property of said defendant therein according to the statute in such case made and provided; and

said affiant says that no previous application has been made therein for such order.

Subscribed and sworn to before me This 5th day of September 1906.

Frank White

Hotany Public Min.
my commission experso July 18, 1807.

State of Minnesota,  County of Courter  District Court.  Frank White Plaintiff,  vs.  Defendant.	uly sucorn upon oath deposes and says ty and State, on the  at the house of the usual abode of said  copy of said  is to affiant well known to be the same
Officiant in Attachment  Due and personal service of the within  admitted  this day of 19	being first duly in said County o in said County o in said County o rein named, personally, by at t uith lent therein, a true and correct cop
Jo the blerk of Said Court:  One filing the within officiant the and a Bout approved by me in the within entitled action let a wint of attach and inches as within proper attach more of ming Sept 5,1906.  Dated Norwood, Ming Sept 5,1906.  Attorneys for Pofficial Court  Chacker, Minney Co., MINNEAPOLIS	State of Ohmesota, County of State of Ohmesota, that at the Stay of St
\$ (455)	